

AG Contract No.: KR05-1000TRN
ADOT ECS File No.: JPA 05-082
TRACS: H6082 01C
Project No.: HES 287-A(002)
Section: SR 287 & Eleven Mile
Corner Road
Budget Source Item No.: 72806

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into this date 4th of May 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COUNTY OF PINAL, acting by and through its BOARD OF SUPERVISORS, (the "COUNTY").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. A traffic study has determined the need for the State to construct right and left turn lanes, traffic signal, signal warning flashers and roadway improvements at the intersection of SR 287 and Eleven Mile Corner Road as the State's Project. Upon completion of the Project and approval from the State's Transportation Board, the State shall abandon ownership jurisdiction of Eleven Mile Corner Road to the County as shown on ADOT's right-of-way plans.

4. As part of the Project the State has agreed to construct a right turn lane to the entrance of the County Fair Grounds on Eleven Mile Corner Road at the County's expense, currently estimated at \$58,300.00. At the completion of the Project the State shall be responsible for the maintenance of the traffic signal and warning flashers and the County shall be responsible for electrical power for the traffic signal and warning flashers at the intersection of SR 287 and Eleven Mile Corner Road. The County has agreed to reimburse the State for right-of-way acquisition costs of \$25,925.00 and accept ownership jurisdiction as shown on ADOT's right-of-way plans upon approval from the State's Transportation Board. The County has agreed to reimburse the State for payment of the County's portion of prior rights costs of \$40,000.00 for Utility relocation on the 11 Mile Corner Road segments of the Project.

NO. 28215
Filed with the Secretary of State
Date Filed: 5/4/06

Jenice K. Brewer
Secretary of State

By: [Signature]

5. Upon completion of the Project, the State shall retain a permanent easement, for the purpose of routine/emergency maintenance work for the warning flashers on Eleven Mile Corner Road as shown on ADOT's right-of-way plans.

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows

II. SCOPE OF WORK

1. The State Shall:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit design plans to the County Engineer's or designee for review and comments as appropriate

b. Construct a right turn lane at the entrance to the County Fair Grounds on Eleven Mile Corner Road and submit design plans to the County Engineer's or designee for review and comments as appropriate, all at the County's expense.

c. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

d. Upon approval by resolution of the State's Transportation Board and completion of the Project, the State shall abandon ownership jurisdiction to the County as shown on ADOT's right-of-way plans.

e. Upon completion of the Project, perform the final inspection and notify the County in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

f. Upon completion of the Project be responsible for the maintenance of the traffic signal and warning flashers.

g. Upon execution of this Agreement, the State shall invoice, the County with an attached itemized list an amount that is currently estimated at \$58,300.00 for the right turn lane to the entrance of the County Fair Grounds. Once the Project costs have been finalized the State shall either invoice or reimburse the County for the difference between the estimated and actual costs of the right turn lane.

h. Upon execution of this Agreement, and receipt of an invoice within thirty-days from the State invoice the County for the actual right-of-way costs of \$25,925.00.

i. Upon execution of this Agreement, the State shall invoice the County in the amount of \$40,000.00 for utility relocation costs for the Eleven Mile Corner Road segment of the Project.

2. The County Shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the County or as a result of the construction of the County's requested right-turn lane on Eleven Mile Corner Road.

- c. Waive the requirements of the Arizona Revised Statutes 28-7209.
- d. Upon approval by resolution of the Transportation Board, and completion of the Project, accept ownership jurisdiction of the property as shown on ADOT's right-of-way plans.
- e. Upon completion of the Project, be responsible for the electrical power to operate the traffic signal and warning flashers at the intersection of SR 287 and Eleven Mile Corner Road.
- f. Agree, herein, that the State retains a permanent easement, for the purpose of routine/emergency maintenance work for the warning flashers on Eleven Mile Corner Road as shown on ADOT's right-of-way plans.
- g. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State, within thirty-days the estimated cost of \$58,300.00 for the right turn lane to the entrance of the County Fair Grounds. Once the project costs have been finalized, the State, will either invoice or reimburse the County for the difference between the estimated and actual costs.
- h. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State within thirty-days for the actual right-of-way costs currently estimated at \$25,925.00.
- i. Remit to the State, \$40,000.00 for utility relocation costs for the Eleven Mile Corner Road segment of the project within thirty (30) days of receipt of an invoice from the State.

III. MISCELLANEOUS PROVISIONS

- 1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for electrical power for the traffic signal and warning flashers, provided by the County shall be perpetual. This Agreement may be cancelled at any time prior to the award of the construction contract, upon a thirty-day (30) written notice to either party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to provide electrical power to the traffic signal and/or warning flashers.
- 2. This Agreement shall become effective upon filing with the Secretary of State.
- 3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Sections 38-511.
- 4. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Sections 12-1518.
- 5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007 FAX (602) 712-7424

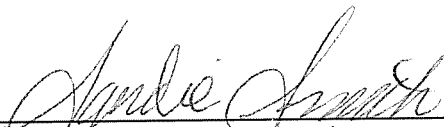
Pinal County
County Manager
P.O. Box 827
Florence, AZ 85232

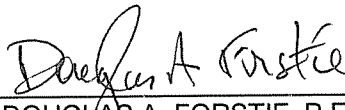
9. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

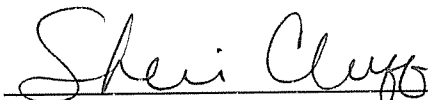
PINAL COUNTY

STATE OF ARIZONA
Department of Transportation

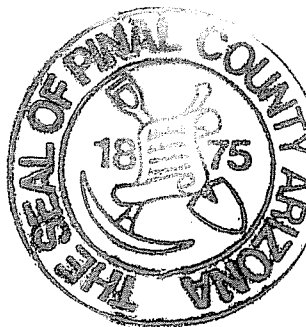
By 
SANDIE SMITH 3/29/06
Chairman, Board of Supervisors

By 
DOUGLAS A. FORSTIE, P.E.,
Deputy State Engineer, Operations

ATTEST

By 
SHERI CLUFF
Deputy Clerk of the Board

05-082-Pinal County intersection improvements
March 6, 2006-ly



When recorded, return to.
Clerk of the Board
Pinal County Board of Supervisors
P. O. Box 827
Florence, AZ 85232

RESOLUTION NO. 032906-IGA-JPA

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
RESCINDING RESOLUTION NO. 021506 IGA AND INTERGOVERNMENTAL
AGREEMENT JPA 05-082 WITH THE STATE OF ARIZONA AND
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT JPA 05-082 WITH THE STATE OF ARIZONA, ACTING BY AND
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE
OF DEFINING RESPONSIBILITIES FOR THE CONSTRUCTION OF
INTERSECTION AND ROADWAY IMPROVEMENTS AT SR287 AND ELEVEN
MILE CORNER ROAD.**

WHEREAS, the Chairman of Pinal County Board of Supervisors executed Resolution No. 021506 IGA and Intergovernmental Agreement JPA 05-082 on February 16, 2006; and,

WHEREAS, the State of Arizona has not executed JPA 05-082; and,

WHEREAS, it is necessary that Intergovernmental Agreement JPA 05-082 include a provision that Pinal County reimburse the State for payment of \$40,000.00 for utility relocation costs on the Eleven Mile Corner Road segments of the project; and,

WHEREAS, JPA 05-082 as presented to the Pinal County Board of Supervisors herewith includes the provision for reimbursement to the State for payment of \$40,000 for utility relocation costs on the Eleven Mile Corner Road segments of the project; and,

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 05-082; and,

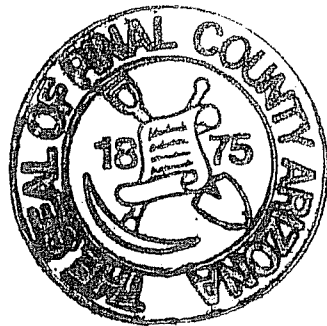
WHEREAS, the State of Arizona has determined the need for the State to construct right and left turn lanes, traffic signal, signal warning flashers, and roadway improvements at the intersection of SR 287 and Eleven Mile Corner Road as the State's project; and,

WHEREAS, as part of the State's project, the State has agreed to construct a right turn lane to the entrance of the County Fair Grounds on Eleven Mile Corner Road at the County's expense; and,

WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 05-082.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 05-082 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining responsibilities for the construction of intersection and roadway improvements to SR 287 and Eleven Mile Corner Road.

PASSED AND ADOPTED this 29th day of March, 2006,
by the PINAL COUNTY BOARD OF SUPERVISORS.



Andie Smith
Chairman of the Board

ATTEST:

Shen Clapp
Deputy Clerk of the Board

ATTORNEY APPROVAL FORM

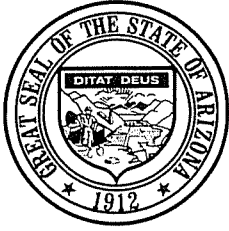
FOR PINAL COUNTY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and PINAL COUNTY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of MARCH, 2006.



Attorney



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

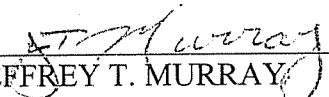
Direct: 602-542-8859
Fax: 602-542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-1000 (**JPA05-082**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED April 20th, 2006.


JEFFREY T. MURRAY
Assistant Attorney General

JTM:dgr
Attachment
957087